

### **REMARKS**

This Application has been carefully reviewed in light of the Office Action mailed January 30, 2008. Claims 9-14 and 18-79 are pending in this Application. Claims 9-14 and 23-70 have been withdrawn without prejudice. Claims 18-22 and 71-79 are under examination. Claims 18 and 71 have been amended. No claims have been added or canceled.

#### **Amendments to the Claims**

Claims 18 and 71 have been amended to recite that the finish layer is a “non-adhesive” finish layer.

#### **Claim Rejections under 35 U.S.C. § 103**

In the Office Action, Claims 18-22 and 71-77 were rejected under 35 U.S.C. § 103 in view of U.S. Patent No. 6,949,160 granted to Weiss (“Weiss”) in view of U.S. Patent No. 3,452,861 granted to Erwin (“Erwin”). As noted at page 3 of the Office Action, Weiss does not disclose that the protective layer has a separate adhesive layer as recited by independent Claims 18 and 71. For this teaching, the Examiner relies on the reference of Erwin.

Erwin discloses a four-layer laminate structure with a protective liner temporarily adhered to an adhesive layer at the bottom of the laminate for adherence to a car panel. Erwin discloses protective liner 12 (2:20-21) having a strip of paper 13 (2:37) and a low adhesion or release surface or coating 14 (2:38; 5:55-58). The protective liner’s release layer 14 releasably contacts an adhesive layer 11 (2:18; 2:38-39; 2:51-53) that is sandwiched between the protective liner and the laminate structure. The adhesive layer 11 contacts the lowermost unfinished layer 15 of base laminate structure 10. (2:50-53). In using the laminate, Erwin describes that “the low

adhesion sized paper [mentioned at 4:37 but apparently not shown] is removed from the background coating surface, and the pressure-sensitive adhesive and temporary liner is applied. The temporary liner suitably consists of clay sized kraft paper coated with a non-migrating release agent such as non-adhesive release silicone (or for that matter, a polytetrafluoroethylene coating)." (5:53-60). Adhesive layer 11 is an acrylate for example. (5:61-62). Further describing the product's application, Erwin states that "[a]utomobile manufacturers apply the product 20 to automobile panels 21 by stripping the temporary linear [sic] from it [the product] to expose the adhesive surface. Then they press the adhesive surface against those panels which are to carry the wood grain trim." (5:71-6:3).

It is stated in the Office Action that:

Erwin discloses a material with a protective layer (12) with a strip (13) and a separate adhesive (14). It would have been obvious at the time the invention was made to a person having ordinary skill in the art to use the coverings in Erwin with the panel in Weiss because the coverings are functionally equivalent and would perform equally well with each other.

(Page 3 of the Office Action).

Applicant respectfully submits that a prima facie case of obviousness has not been made. First, the Examiner has not provided an objective reason why the references should be combined, and has not explained why it is believed that one covering would perform equally well with each other.

Second, the problems solved by Weiss and Erwin are different, and therefore their combination is again improper. Weiss allegedly addresses the problem of applying a removable protective film to an uncured paint surface. Erwin allegedly overcomes the problem of having to engage in a multiplicity of coating and solvent evaporation steps to provide a simulated wood

grain car panel. The references are not directed to the same problem and thus there is no motivation to combine the references to arrive at the combination recited in independent Claims 18 and 71, namely, *“a finish layer applied to the fiber cement product, and a multilayer protective layer comprising an adhesive layer, said protective layer adhered to the finish layer by said adhesive layer, wherein the protective layer protects the finish layer from damage in storage, transport, and handling, removing the protective layer leaves no residue on the finish layer and does not damage the finish layer, and the protective layer resists tearing on removal.”* (Claim 18), or *“a fiber cement article, a finish layer applied to the fiber cement product, and a multilayer protective film comprising an adhesive layer, and said film is adhered to the finish layer by said adhesive layer, wherein the protective film is selectively removable and removing the protective film substantially leaves no residue on the finish layer.”* (Claim 71)

Third, there is no suggestion to combine Weiss's permeable resin film with the paper liner or release agent disclosed in Erwin. Weiss provides a method of adhering a removable permeable film to an uncured painted surface. Weiss teaches that the film is applied while still hot and is a “viscous/liquid plastic” (18:43-44) so that when it cools it shrinks inwardly to tightly contact the uncured (7:38) paint surface and a “very short” period between extrusion and surface contact (18:67). Weiss also teaches that it is important that the film be gas permeable to allow the paint surface to cure through the emission of volatiles, etc. (4:56-63; 11:1-67). The Examiner's reference to Erwin's coverings apparently refers to the protective liner comprising paper and a release agent. The protective liner is applied to the adhesive layer 11 which is used to adhere the laminate structure (product 20) to the car panel. The protective liner protects the adhesive layer 11 from contamination before the liner is removed from the adhesive layer 11

before the laminate structure is adhered to the automobile panel. The protective liner does not protect a finish layer.

Fourth, modification of Weiss with Erwin renders the invention of Weiss unsatisfactory for its intended purpose, and as such, there is no suggestion or motivation to make the proposed modification. The modification is that the adhesive layer 11 of Erwin is added to Weiss's gas permeable removable film 22 for automated application (entire reference) to an uncured paint layer 16. First, Erwin, as addressed previously, discloses that the release layer is not adhesive. Second, if the Examiner believes that the release agent (14) is an adhesive, he must acknowledge that the release agent contacts adhesive layer 11, and not a finish layer. Further, adhesive layer 11, in turn, does not contact a finish layer. Adhesive layer 11 contacts the unfinished bottom of the laminate structure that is the surface contacted and adhered to the car panel. Modifying Weiss in this manner would result in placing a protective liner of paper 13 and release agent 14 of Erwin on the lower surface 14 of board 10 of Weiss. This does not result in the claimed protective layer for a finish layer recited in independent Claims 18 and 71. Moreover, Weiss intentionally avoids having a separate adhesive layer by incorporating adhesion modifiers with the pellets during the extrusion process. To modify Weiss in order to add a *separate* adhesive layer before the Weiss film is added to a board would require that the adhesive is added directly to the board prior to the film covering, and teaches away from the multilayer protective film recited in independent Claims 18 and 71.

Moreover, if the argument is that the paper layer of Erwin is comparable to the permeable protective film of Weiss, and the release agent 14 is to be applied to Weiss's film to form the multilayer protective layer recited in independent Claims 18 and 71, that too would render the invention of Weiss unsatisfactory for its intended purpose. First, the method of Weiss is not

amenable to adding separate adhesive layer for the film since the film of Weiss is simply provided by an extrusion of single film with no indication other layers may be extruded, and even if it did, it would still not suggest the assembly combination of a multilayer protective film recited in independent Claims 18 and 71.

Finally, as noted above, Weiss specifically teaches that its film is “hot” and “liquid/viscous” when applied to the “uncured” paint surface. The permeability of the film is a critical feature that allows the volatile compounds from the paint surface to evaporate through the film so that the paint can dry. It is unclear whether this feature can be maintained in the presence of a separate adhesive layer added to the film. The adhesive layer 14 of the protective layer 12 is bonded directly to the separate adhesive layer 11 that is turn bonded directly to the finish layer. (FIG. 3). Further, there is no suggestion or motivation to combine the references to teach a protective layer, that upon removal, leaves no residue on the finish layer as recited by independent Claims 18 and 71.

Notwithstanding the above, the combination of Weiss and Erwin further fails to teach, suggest or disclose application of a protective film to a non-adhesive finish layer and thus the combination does not teach independent Claims 18 and 71 as amended.

For at least the foregoing reasons, Applicant respectfully submits that independent Claims 18 and 71 are in condition for allowance. As Claims 19-22 and 72-77 dependent directly or indirectly from Claims 18 and 71, respectively, Applicant also respectfully submits that they are in condition for allowance.

Applicant have made a diligent effort to advance the prosecution of this application by amending claims and pointing out with particularity how the claims distinguish over the prior art and respectfully submit that the Application is in condition for allowance. The Examiner is

invited to call the undersigned if a telephone conference would expedite the allowance of the claims pending in this application.

No fees are believed due, however, I hereby authorize the Commissioner to charge any additional fees or refunds that may be required by this paper to Gardere Wynne Sewell LLP Deposit Account No. 07-0153. If an extension of time is required, the extension is hereby requested, and I authorize the Commissioner to charge any fees for this extension to the above Deposit Account.

**Please direct all correspondence to the practitioner listed below at Customer No. 60148.**

Respectfully submitted,



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